

**AGREEMENT BETWEEN THE STATE OF NEBRASKA
AND THE CITY OF LINCOLN FOR LOAN OF THE NEBRASKA LIBERTY BELL
FOR DISPLAY IN ANTELOPE PARK**

THIS AGREEMENT is made and entered into this _____ day of _____, 2005 by and between the CITY OF LINCOLN, hereinafter referred to as "City", and the STATE OF NEBRASKA, hereinafter referred to as "State", for loan of the Nebraska Liberty Bell for public display in Antelope Park.

WHEREAS, in 1950 the United States Department of the Treasury with private funding assistance commissioned the casting of 55 full-size replicas of the Liberty Bell as part of a savings bond drive; and

WHEREAS, these bells were shipped as gifts to states and territories to be displayed and rung on patriotic occasions; and

WHEREAS, the Nebraska State Liberty Bell was originally on display in the State Capitol Building; and

WHEREAS, the bell has most recently been in storage when not on display during the Nebraska State Fair; and

WHEREAS, representatives of the State of Nebraska have expressed an interest in loaning the bell to the City of Lincoln for public display; and

WHEREAS, representatives of the City of Lincoln have expressed interest in displaying the bell, and have identified a suitable display location for the bell in Antelope Park near the Veterans Memorial Garden and the "War and Victory" monument.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. The State will loan the Nebraska State Liberty Bell to the City for ongoing display in Antelope Park.
2. The City will construct an open-air shelter in Antelope Park generally between Auld Center and the "War and Victory" monument to house the bell. In addition, the City will place a permanent interpretive marker providing information regarding the history of the bell. The City will transport the bell from its current storage location to the display location in Antelope Park.
3. The City will cause the clapper in the bell will be fixed in place, and only rung on special patriotic occasions.
4. The City will provide regular conservation practices to protect the wooden yoke and surface of the bronze bell. The City will be responsible for the reasonable

removal of graffiti within common practices, and for reasonable repairs in response to acts of vandalism or malicious mischief. In the event of severe damage by vandalism, malicious mischief or act of God, the parties will review the cost for repair and mutually make a determination regarding repair or retirement and disposal of the bell.

5. The City will provide insurance for the bell consistent with publicly owned artworks.
6. The City representative will be the Director of the Parks and Recreation Department. The State representative will be the Administrator of the Building Division of the Department of Administrative Services.
7. The City may not assign or transfer this agreement.
8. This agreement contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings with respect to the subject matter.
9. No representations, warranties, undertakings or promises whether oral, implied, written or otherwise have been made by either party hereto the other unless expressly stated in this agreement. Neither party has relied on any verbal representations, agreements, nor understandings not expressly set forth in this Agreement.
10. This agreement shall be in effect until either party requests in writing that the agreement be terminated. Either party may terminate the agreement 30 days written notice delivered to the aforementioned representative of the other party. Upon termination, the City will deliver the bell to a location in Lincoln, Nebraska specified by the State for storage or display. It is agreed and understood that the bell will be returned with reasonable wear from display in a public park setting, but as discussed in item 4. Above, the City is not responsible for severe damage resulting from vandalism, malicious mischief or act or God.

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

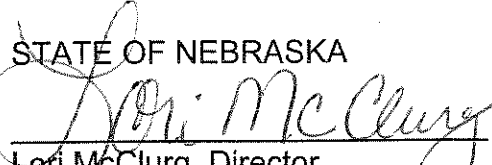
Mayor Coleen J. Seng

ATTEST:



STATE BUILDING DIVISION
ADMINISTRATOR

STATE OF NEBRASKA



Lori McClurg, Director
Department of Administrative Services